

**UNITED STATES DEPARTMENT OF AGRICULTURE**

Farm Service Agency  
Washington, DC 20250

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**CCC Cotton Authorized  
Loan Servicing Agent Program  
22-CN (Revision 2)**

**Amendment 13**

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**Approved by:** Acting Deputy Administrator, Farm Programs



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**Amendment Transmittal**

**A Reasons for Amendment**

Paragraph 19.5 has been added to provide a quick reference table for signature authority policies.

Paragraph 20 has been amended to:

- delete the note in subparagraph A about partnerships because that policy was changed in 1-CM
- delete references to SSN's in the table in subparagraph E
- provide examples using the current version of FSA-211 in subparagraphs F through K
- further describe the example in subparagraph G
- update the attorney-in-fact named in subparagraph K to agree with the example.

Paragraph 27 has been amended to insert item 4D in the instruction table and to provide an example of the current version of CCC-605.

Subparagraph 36 A has been amended to add a bullet about signature authority in step 1 of the table and to update step 5.

Subparagraph 37 D has been amended to remove reference to obtaining classing data from the producer that is now provided by COPS.

Paragraph 80 has been withdrawn because CCC-709 was replaced by CCC-633 EZ.

Exhibit 5 has been amended to display the current version of CCC-601.

## Amendment Transmittal (Continued)

### A Reasons for Amendment (Continued)

Page Control Chart		
TC	Text	Exhibit
1, 2	2-17, 2-18 2-18.5, 2-18.6 (add) 2-19, 2-20 2-20.5 through 2-20.10 2-37 through 2-40 2-40.5, 2-40.6 3-1 through 3-4 5-19 5-20 (remove) 5-21 through 5-24 (remove) 5-24.5, 5-24.6 (remove) 5-25, 5-26 (remove)	1, pages 1, 2 5, pages 1-4 page 5 page 6 (add)

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**19 Cotton Board Activities****A Introduction**

This paragraph outlines activities that LSA's perform for the Cotton Board.

**B R&P Fees**

LSA's shall:

- calculate research and promotion (R&P) fees for:
  - loan advances according to paragraph 40
  - LDP's according to paragraph 79
- collect and pay R&P fees for upland cotton to the Cotton Board
- issue checks to the applicable taxing authority by the tenth of the month following the assessment.

**Note:** LSA's are responsible for overcollections and undercollections.

**C Providing Cotton Board Producers' Names and Addresses**

LSA's shall provide the Cotton Board a list of the names and addresses of all producers who obtained loans and LDP's through them when requested by the Cotton Board. Mail the lists to the Cotton Board at the following address:

Cotton Board  
P.O. Box 2121  
Memphis, TN 38101-2121.

**Note:** Lists shall be in the format requested by the Cotton Board.

**\*--19.5 Signature Authority and Limitation References****A Background**

Individual producers acting on behalf of other persons or entities must provide evidence that they have authority to sign CCC documents. Policy on signature authority and limitations is provided in 1-CM, Part 25 which LSA employees must review and be familiar with. However, the table below is provided as a quick reference guide and is intended to clarify policy that is only applicable to LSA's.

<b>IF LSA producer...</b>	<b>THEN see 1-CM, paragraphs...</b>	<b>1-CM Examples</b>
wants to sign CCC documents on behalf of another person or entity and no acceptable evidence of signature authority is on file at LSA	707-717 for types of acceptable evidence of authority depending upon the type of producer.  <b>Note:</b> LSA's provide PSD evidence of authority on CCC-846-1A for their employees to sign for the LSA.	For corporations, LP's, LLP's, LLC's and similar entities, any of the following authorize an officer, manager, or member to sign: <ul style="list-style-type: none"> <li>• corporate charter, bylaws, articles of organization, operating agreement, or partnership papers executed according to State law, that designates the officer, member, or manager</li> <li>• resolution by the corporations' board of directors, signed by the corporations secretary, or an officer other than the signatory being extended signature authority</li> <li>• signed corporate minutes.</li> </ul>
has acceptable evidence of signature authority on file at LSA and is ready to sign CCC documents	707-717 for the acceptable signature format depending upon the type of producer.	For estates and trusts, the signature for an individual authorized to sign shall consist of: <ul style="list-style-type: none"> <li>• an indicator, such as "by" or "for" illustrating that the individual is signing in a representative capacity</li> <li>• the name of the estate or trust, except when the name of the estate or trust shows on the document</li> <li>• the representative's name and capacity.</li> </ul>

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## 20 Using FSA-211 and FSA-211A

### A Policy

See 1-CM for general policies about FSA-211's and FSA-211-A's. Producers may delegate a power of attorney to another person or to LSA on FSA-211. A Notary Public seal on FSA-211 is not required when FSA-211 is signed by an individual in the presence of an FSA or LSA employee. Persons who have been granted an FSA-211 by a producer shall deliver FSA-211 to LSA. LSA shall call the County Office identified in the revocation sentence on FSA-211 to verify that FSA-211 has not been revoked before processing any applicable loan advance or LDP.

FSA-211 used to delegate LSA with a producer's FSA-211 shall include an attachment with the following statement.

The grantor hereby acknowledges that the LSA is an agent of the Commodity Credit Corporation for the purpose of performing certain services requisite to the making and servicing of Commodity Credit Corporation cotton loans and LDP's to eligible producers of eligible cotton and agrees to permit the LSA to act as agent for both the grantor and the Commodity Credit Corporation. The LSA shall disclose to the grantor all facts which the LSA knows or should know would reasonably affect the judgment of the grantor in permitting the LSA to act as agent for both the grantor and the Commodity Credit Corporation."

**Notes:** For this handbook, FSA-211 shall refer to both FSA-211 and FSA-211-A.

"Power of attorney" forms other than FSA-211 will **not** be accepted.

\* \* \*

### B FSA-211 Used With CCC-605

Producers may designate an agent on FSA-211 to act on their behalf to execute CCC-605's if FSA-211 **specifically** grants the authority to execute CCC-605's. Producers must be fully aware that designating an agent to execute CCC-605's grants that agent the authority to further delegate authority to another agent.

An agent designated on FSA-211 cannot execute a new FSA-211 to further delegate authority to another agent.





**\*--20 Using FSA-211 and FSA-211A (Continued)--\***

**C LSA Power of Attorney Restrictions**

If the producer has delegated LSA a power of attorney, LSA shall **not**:

- make any purchase for LSA's own account of cotton redeemed from loan
- sell any cotton to any person who is employed or has the right to control or direct LSA's sale of redeemed cotton or equities.

**D FSA-211's Applicable to CCC-605's**

LSA's shall accept CCC-605's if FSA-211 specifically grants authority to designate another agent on CCC-605.

## 20 Using FSA-211 and FSA-211A (Continued)

**E Completing FSA-211's Assigned to LSA**

Complete FSA-211's to delegate power of attorney to LSA's according to this table.

Item	Instructions
(1) through (4)	Enter LSA's: <ul style="list-style-type: none"> <li>• name</li> <li>• address</li> <li>• county</li> <li>• State.</li> </ul>
(5)	Enter the producer's name.
A	Check the number: <ul style="list-style-type: none"> <li>• "8"</li> <li>• "11" and ENTER "Cotton".</li> </ul>
B	Check the number "6". If FSA-211 will be used to execute CCC-605, check number "7" and ENTER "CCC-605".
*--6A through B--*	Individual producers shall: <ul style="list-style-type: none"> <li>• sign</li> <li>• enter date.</li> </ul> * * *
*--7A through C--*	Corporations shall: <ul style="list-style-type: none"> <li>• sign</li> <li>• enter title</li> <li>• enter date.</li> </ul> * * *
8A through C	Witness shall: <ul style="list-style-type: none"> <li>• sign</li> <li>• date</li> <li>• enter position.</li> </ul>
9A through C	Enter notary public's seal, State and county of commission and signature.  <b>Note:</b> Notarization is required when FSA-211 is not signed by an individual in the presence of an FSA or LSA employee.
10(a) and (b)	Enter place where FSA-211 is signed.
10(c) through (e)	Enter date FSA-211 is executed.

## 20 Using FSA-211 and FSA-211A (Continued)

**F Example of FSA-211 for Individual**

The following is an example of FSA-211 for an individual.

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<b>This form is available electronically.</b>		Form Approved - OMB No. 0560-0190	
<b>FSA-211</b> (04-27-07)		<b>U. S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation	
<b>POWER OF ATTORNEY</b>			
THE UNDERSIGNED does hereby appoint (1) <u>US LSA</u> , of (2) <u>123 Way Street, McLouth</u> , (3) <u>Jefferson</u> County, State of (4) <u>Kansas</u> , the attorney-in-fact to act for (5) <u>Robert Brown</u> in connection with Farm Service Agency and Commodity Credit Corporation program number(s) checked below. Checking any of the FSA or CCC programs does not have any impact as to the FCIC transactions checked below:			
<b>A. FSA and CCC PROGRAMS</b> <i>(Check applicable program numbers)</i>		<b>B. TRANSACTIONS for FSA and CCC PROGRAMS</b> <i>(Check applicable program numbers)</i>	
<input type="checkbox"/> 1. All current programs. <input type="checkbox"/> 2. All current and all future programs. <input type="checkbox"/> 3. Direct and Counter-Cyclical Program except 2002 peanuts covered by Item A4. <input type="checkbox"/> 4. 2002 Direct and Counter-Cyclical Peanut Program. <input type="checkbox"/> 5. Peanut Quota Buy-Out Program.	<input type="checkbox"/> 6. Noninsured Crop Disaster Assistance Program. <input type="checkbox"/> 7. Tobacco programs. <input checked="" type="checkbox"/> 8. Marketing Assistance Loans and Loan Deficiency Payments. <input type="checkbox"/> 9. Conservation programs. <input type="checkbox"/> 10. Milk Income Loss Contract Program. <input checked="" type="checkbox"/> 11. Other (Specify) <u>Cotton</u>	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Signing applications, agreements, and contracts. <input type="checkbox"/> 3. Election of bases and yields except peanut designation covered by Item B4. <input type="checkbox"/> 4. Designation of peanut historical base and yield to a farm.	<input type="checkbox"/> 5. Making reports. <input checked="" type="checkbox"/> 6. Conducting all marketing assistance loan and LDP transactions. <input checked="" type="checkbox"/> 7. Other (Specify) <u>Executing CCC-605</u>
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to certain FCIC programs and crops. Checking any of the FCIC transactions does not have any impact as to the FSA or CCC transactions checked above:			
<b>C. FCIC CROPS</b> <i>(Enter "All" or specify each crop and year)</i>		<b>D. TRANSACTION NUMBERS USED BY FCIC</b> <i>(Check applicable numbers)</i>	
1. <u>All</u> 2. _____ 3. _____ 4. _____	<input checked="" type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Making application for insurance. <input type="checkbox"/> 3. Reporting crop acreage and notice of damage reports. <input type="checkbox"/> 4. Making claim for indemnity. <input type="checkbox"/> 5. Making contract changes. <input type="checkbox"/> 6. Other (Specify) _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a FSA Service Center.			
<b>AUTHORIZED SIGNATURES:</b>			
6A. Signature of Grantor (Individual) <u>/s/ Robert Brown</u>		B. Signature Date <u>09/12/2005</u>	C. For Grantors Signature Continuation, check here if FSA-211A is attached. <input type="checkbox"/>
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.)		B. Title	C. Signature Date
8A. Witness Signature (FSA Employee Only) <u>/s/ Joe Black</u>		B. Signature Date <u>09/12/2005</u>	C. Official Position <u>County Executive Director</u>
9. Notary Public (this form <b>shall</b> be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ State of (b) _____ County of (c) _____			
10. This power of attorney was served to (a) <u>Jefferson</u> County FSA Office, (b) State of <u>Kansas</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2005</u> .			
<b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not be able to act as your attorney-in-fact. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b> The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.			

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## 20 Using FSA-211 and FSA-211A (Continued)

## G Example of FSA-211 for Corporation

\*--The following is an example of FSA-211 for a corporation and the individual is authorized to sign on behalf of the corporation.

This form is available electronically. <b>FSA-211</b> (04-27-07)		Form Approved - OMB No. 0560-0190	
<b>U. S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation			
<b>POWER OF ATTORNEY</b>			
THE UNDERSIGNED does hereby appoint (1) <u>US LSA</u> , of (2) <u>569 East Street, Oskaloosa</u> (3) <u>Jefferson</u> County, State of (4) <u>Kansas</u> , the attorney-in-fact to act for (5) <u>ABC Corporation</u> in connection with Farm Service Agency and Commodity Credit Corporation program number(s) checked below. Checking any of the FSA or CCC programs does not have any impact as to the FCIC transactions checked below:			
<b>A. FSA and CCC PROGRAMS</b> (Check applicable program numbers)		<b>B. TRANSACTIONS for FSA and CCC PROGRAMS</b> (Check applicable program numbers)	
<input type="checkbox"/> 1. All current programs. <input type="checkbox"/> 2. All current and all future programs. <input type="checkbox"/> 3. Direct and Counter-Cyclical Program except 2002 peanuts covered by Item A4. <input type="checkbox"/> 4. 2002 Direct and Counter-Cyclical Peanut Program. <input type="checkbox"/> 5. Peanut Quota Buy-Out Program.	<input type="checkbox"/> 6. Noninsured Crop Disaster Assistance Program. <input type="checkbox"/> 7. Tobacco programs. <input checked="" type="checkbox"/> 8. Marketing Assistance Loans and Loan Deficiency Payments. <input type="checkbox"/> 9. Conservation programs. <input type="checkbox"/> 10. Milk Income Loss Contract Program. <input checked="" type="checkbox"/> 11. Other (Specify) <u>Cotton</u>	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Signing applications, agreements, and contracts. <input type="checkbox"/> 3. Election of bases and yields except peanut designation covered by Item B4. <input type="checkbox"/> 4. Designation of peanut historical base and yield to a farm.	<input type="checkbox"/> 5. Making reports. <input checked="" type="checkbox"/> 6. Conducting all marketing assistance loan and LDP transactions. <input checked="" type="checkbox"/> 7. Other (Specify) <u>Executing CCC-605</u>
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to certain FCIC programs and crops. Checking any of the FCIC transactions does not have any impact as to the FSA or CCC transactions checked above:			
<b>C. FCIC CROPS</b> (Enter "All" or specify each crop and year)		<b>D. TRANSACTION NUMBERS USED BY FCIC</b> (Check applicable numbers)	
1. _____ 2. _____ 3. _____ 4. _____	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Making application for insurance. <input type="checkbox"/> 3. Reporting crop acreage and notice of damage reports. <input type="checkbox"/> 4. Making claim for indemnity. <input type="checkbox"/> 5. Making contract changes. <input type="checkbox"/> 6. Other (Specify) _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a FSA Service Center.			
<b>AUTHORIZED SIGNATURES:</b>			
6A. Signature of Grantor (Individual)		B. Signature Date	
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) <u>/s/ Bill Green</u>		B. Title <u>President ABC Corporation</u>	
8A. Witness Signature (FSA Employee Only) <u>/s/ Joe Black</u>		B. Signature Date <u>09/12/2005</u>	
9. Notary Public (this form <b>shall</b> be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ State of (b) _____ County of (c) _____		C. For Grantors Signature Continuation, check here if FSA-211A is attached. <input type="checkbox"/>	
10. This power of attorney was served to (a) <u>Jefferson</u> County FSA Office, (b) State of <u>Kansas</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2005</u> .		C. Signature Date <u>09/12/2005</u>	
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not being able to act as your attorney-in-fact. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.			
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6362 (TDD). USDA is an equal opportunity provider and employer.			

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## 20 Using FSA-211 and FSA-211A (Continued)

## H Example of FSA-211 by FSN

The following is an example of FSA-211 by FSN.

\*--

<b>This form is available electronically.</b>		Form Approved - OMB No. 0560-0190	
<b>FSA-211</b> (04-27-07)		<b>U. S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation	
<b>POWER OF ATTORNEY</b>			
<b>THE UNDERSIGNED</b> does hereby appoint (1) <u>US LSA</u> , of (2) <u>211 Tumble Weed Road</u> <u>Levelland</u> (3) <u>Hockley</u> County, State of (4) <u>Texas</u> , the attorney-in-fact to act for (5) <u>Sandy Bryant</u> in connection with Farm Service Agency and Commodity Credit Corporation program number(s) checked below. Checking any of the FSA or CCC programs does not have any impact as to the FCIC transactions checked below:			
<b>A. FSA and CCC PROGRAMS</b> <i>(Check applicable program numbers)</i>		<b>B. TRANSACTIONS for FSA and CCC PROGRAMS</b> <i>(Check applicable program numbers)</i>	
<input type="checkbox"/> 1. All current programs. <input type="checkbox"/> 2. All current and all future programs. <input type="checkbox"/> 3. Direct and Counter-Cyclical Program except 2002 peanuts covered by Item A4. <input type="checkbox"/> 4. 2002 Direct and Counter-Cyclical Peanut Program. <input type="checkbox"/> 5. Peanut Quota Buy-Out Program.	<input type="checkbox"/> 6. Noninsured Crop Disaster Assistance Program. <input type="checkbox"/> 7. Tobacco programs. <input checked="" type="checkbox"/> 8. Marketing Assistance Loans and Loan Deficiency Payments. <input type="checkbox"/> 9. Conservation programs. <input type="checkbox"/> 10. Milk Income Loss Contract Program. <input checked="" type="checkbox"/> 11. Other (Specify) <u>Cotton</u>	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Signing applications, agreements, and contracts. <input type="checkbox"/> 3. Election of bases and yields except peanut designation covered by Item B4. <input type="checkbox"/> 4. Designation of peanut historical base and yield to a farm.	<input type="checkbox"/> 5. Making reports. <input checked="" type="checkbox"/> 6. Conducting all marketing assistance loan and LDP transactions. <input checked="" type="checkbox"/> 7. Other (Specify) <u>FSN 22 Only</u>
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to certain FCIC programs and crops. Checking any of the FCIC transactions does not have any impact as to the FSA or CCC transactions checked above:			
<b>C. FCIC CROPS</b> <i>(Enter "All" or specify each crop and year)</i>		<b>D. TRANSACTION NUMBERS USED BY FCIC</b> <i>(Check applicable numbers)</i>	
1. _____ 2. _____ 3. _____ 4. _____	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Making application for insurance. <input type="checkbox"/> 3. Reporting crop acreage and notice of damage reports. <input type="checkbox"/> 4. Making claim for indemnity. <input type="checkbox"/> 5. Making contract changes. <input type="checkbox"/> 6. Other (Specify) _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a FSA Service Center.			
<b>AUTHORIZED SIGNATURES:</b>			
6A. Signature of Grantor (Individual) <u>/s/ Sandy Bryant</u>		B. Signature Date <u>09/12/2005</u>	C. For Grantors Signature Continuation, check here if FSA-211A is attached. <input type="checkbox"/>
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.)		B. Title	C. Signature Date
8A. Witness Signature (FSA Employee Only) <u>/s/ Mary White</u>		B. Signature Date <u>09/12/2005</u>	C. Official Position <u>County Executive Director</u>
9. Notary Public (this form <b>shall</b> be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ State of (b) _____ County of (c) _____			
10. This power of attorney was served to (a) <u>Hockley</u> County FSA Office, (b) State of <u>Texas</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2005</u> .			
<b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not being able to act as your attorney-in-fact. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b> The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.			

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## 20 Using FSA-211 and FSA-211A (Continued)

**I Example of FSA-211 for General Partnership When All Members Signatures Are Required**

The following is an example of FSA-211 for a general partnership when the partnership papers do not provide any individual the authority to act on behalf of the partnership. The partnership is comprised of 3 individuals who executed FSA-211 to appoint 1 of the members as attorney-in-fact for the partnership.

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<b>This form is available electronically.</b> <b>FSA-211</b> (04-27-07)		Form Approved - OMB No. 0560-0190	
<b>U. S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation			
<b>POWER OF ATTORNEY</b>			
<b>THE UNDERSIGNED</b> does hereby appoint (1) <u>John White</u> , of (2) <u>999 My Street</u> <u>Leesburg</u> (3) <u>Loudoun</u> County, State of (4) <u>Virginia</u> , the attorney-in-fact to act for (5) <u>XYZ General Partnership</u> in connection with Farm Service Agency and Commodity Credit Corporation program number(s) checked below. Checking any of the FSA or CCC programs does not have any impact as to the FCIC transactions checked below:			
<b>A. FSA and CCC PROGRAMS</b> (Check applicable program numbers)		<b>B. TRANSACTIONS for FSA and CCC PROGRAMS</b> (Check applicable program numbers)	
<input type="checkbox"/> 1. All current programs. <input type="checkbox"/> 2. All current and all future programs. <input type="checkbox"/> 3. Direct and Counter-Cyclical Program except 2002 peanuts covered by Item A4. <input type="checkbox"/> 4. 2002 Direct and Counter-Cyclical Peanut Program. <input type="checkbox"/> 5. Peanut Quota Buy-Out Program.	<input type="checkbox"/> 6. Noninsured Crop Disaster Assistance Program. <input type="checkbox"/> 7. Tobacco programs. <input checked="" type="checkbox"/> 8. Marketing Assistance Loans and Loan Deficiency Payments. <input type="checkbox"/> 9. Conservation programs. <input type="checkbox"/> 10. Milk Income Loss Contract Program. <input checked="" type="checkbox"/> 11. Other (Specify) <u>Cotton</u>	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Signing applications, agreements, and contracts. <input type="checkbox"/> 3. Election of bases and yields except peanut designation covered by Item B4. <input type="checkbox"/> 4. Designation of peanut historical base and yield to a farm.	<input type="checkbox"/> 5. Making reports. <input checked="" type="checkbox"/> 6. Conducting all marketing assistance loan and LDP transactions. <input checked="" type="checkbox"/> 7. Other (Specify) <u>Executing CCC-605</u>
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to certain FCIC programs and crops. Checking any of the FCIC transactions does not have any impact as to the FSA or CCC transactions checked above:			
<b>C. FCIC CROPS</b> (Enter "All" or specify each crop and year)		<b>D. TRANSACTION NUMBERS USED BY FCIC</b> (Check applicable numbers)	
1. _____ 2. _____ 3. _____ 4. _____	<input type="checkbox"/> 1. All actions. <input type="checkbox"/> 2. Making application for insurance. <input type="checkbox"/> 3. Reporting crop acreage and notice of damage reports. <input type="checkbox"/> 4. Making claim for indemnity. <input type="checkbox"/> 5. Making contract changes. <input type="checkbox"/> 6. Other (Specify) _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a FSA Service Center.			
<b>AUTHORIZED SIGNATURES:</b>			
6A. Signature of Grantor (Individual)		B. Signature Date	C. For Grantors Signature Continuation, check here if FSA-211A is attached. <input checked="" type="checkbox"/>
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.)		B. Title	C. Signature Date
8A. Witness Signature (FSA Employee Only)		B. Signature Date	C. Official Position
9. Notary Public (this form <b>shall</b> be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).  Signature (a) _____ State of (b) _____ County of (c) _____			
10. This power of attorney was served to (a) <u>Prince William</u> County FSA Office, (b) State of <u>Virginia</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2005</u> .			
<b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not being able to act as your attorney-in-fact. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies, and in response to a court registrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided.  According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b>  The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.			

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## 20 Using FSA-211 and FSA-211A (Continued)

## J Example of FSA-211A

The following is an example of FSA-211A.

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This form is available electronically.		Form Approved - OMB No. 0560-0190	
<b>FSA-211A</b> (04-27-07) Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation		<b>U.S. DEPARTMENT OF AGRICULTURE</b> Attachment Pages 1 of 1	
<b>POWER OF ATTORNEY SIGNATURE CONTINUATION SHEET</b>			
<b>Attach to Form FSA-211</b>			
<b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not being able to act as your attorney-in-fact. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.  According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b>			
1. Name of Attorney-In-Fact (Item (1) from FSA-211) <b>John White</b>		2. Name of Grantor (Item (5) from FSA-211) <b>XYZ General Partnership</b>	
<b>AUTHORIZED SIGNATURES</b>			
3A. Signature of Grantor <b>/s/ John White</b>		3B. Signature Date <b>09/12/2005</b>	
3C. Witness Signature (FSA Employee Only) <b>/s/ Joe Green</b>		3D. Signature Date <b>09/12/2005</b>	
		3E. Official Position <b>Program Technician</b>	
3F. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ State of _____ County of _____			
4A. Signature of Grantor <b>/s/ Jack Blue</b>		4B. Signature Date <b>09/12/2005</b>	
4C. Witness Signature (FSA Employee Only) <b>/s/ Mike Jones</b>		4D. Signature Date <b>09/12/2005</b>	
		4E. Official Position <b>Program Technician</b>	
4F. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ State of _____ County of _____			
5A. Signature of Grantor <b>/s/ Mary White</b>		5B. Signature Date <b>09/12/2005</b>	
5C. Witness Signature (FSA Employee Only) <b>/s/ Sue Black</b>		5D. Signature Date <b>09/12/2005</b>	
		5E. Official Position <b>Program Technician</b>	
5F. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ State of _____ County of _____			
6A. Signature of Grantor		6B. Signature Date	
6C. Witness Signature (FSA Employee Only)		6D. Signature Date	
		6E. Official Position	
6F. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ State of _____ County of _____			
7A. Signature of Grantor		7B. Signature Date	
7C. Witness Signature (FSA Employee Only)		7D. Signature Date	
		7E. Official Position	
7F. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ State of _____ County of _____			
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.			

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## 20 Using FSA-211 and FSA-211A (Continued)

**K Example of FSA-211 for General Partnership When Only 1 Signature Is Required**

The following is an example of FSA-211 for a general partnership when the partnership papers authorize Albert Jones to act on behalf of the partnership, and authorize Albert Jones to further delegate such authority. Albert Jones executed FSA-211 on behalf of the \*--partnership to appoint US LSA as attorney-in-fact for the partnership.

This form is available electronically.		Form Approved - OMB No. 0560-0190	
<b>FSA-211</b> (04-27-07)		U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency - Commodity Credit Corporation - Federal Crop Insurance Corporation	
<b>POWER OF ATTORNEY</b>			
<p><b>THE UNDERSIGNED</b> does hereby appoint (1) <u>US LSA</u>, of (2) <u>123 Way Street</u>  <u>Manassas</u> (3) <u>Prince William</u> County, State of (4) <u>Virginia</u>, the attorney-in-fact to act for          (5) <u>AAA General Partnership</u> in connection with Farm Service Agency and Commodity Credit Corporation          program number(s) checked below. Checking any of the FSA or CCC programs does not have any impact as to the FCIC transactions          checked below:</p>			
<p><b>A. FSA and CCC PROGRAMS</b> (Check applicable program numbers)</p> <p><input type="checkbox"/> 1. All current programs.</p> <p><input checked="" type="checkbox"/> 2. All current and all future programs.</p> <p><input type="checkbox"/> 3. Direct and Counter-Cyclical Program except 2002 peanuts covered by Item A4.</p> <p><input type="checkbox"/> 4. 2002 Direct and Counter-Cyclical Peanut Program.</p> <p><input type="checkbox"/> 5. Peanut Quota Buy-Out Program.</p> <p><input type="checkbox"/> 6. Noninsured Crop Disaster Assistance Program.</p> <p><input type="checkbox"/> 7. Tobacco programs.</p> <p><input type="checkbox"/> 8. Marketing Assistance Loans and Loan Deficiency Payments.</p> <p><input type="checkbox"/> 9. Conservation programs.</p> <p><input type="checkbox"/> 10. Milk Income Loss Contract Program.</p> <p><input type="checkbox"/> 11. Other (Specify) _____</p>		<p><b>B. TRANSACTIONS for FSA and CCC PROGRAMS</b> (Check applicable program numbers)</p> <p><input checked="" type="checkbox"/> 1. All actions.</p> <p><input type="checkbox"/> 2. Signing applications, agreements, and contracts.</p> <p><input type="checkbox"/> 3. Election of bases and yields except peanut designation covered by Item B4.</p> <p><input type="checkbox"/> 4. Designation of peanut historical base and yield to a farm.</p> <p><input type="checkbox"/> 5. Making reports.</p> <p><input type="checkbox"/> 6. Conducting all marketing assistance loan and LDP transactions.</p> <p><input type="checkbox"/> 7. Other (Specify) _____</p>	
<p>This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to certain FCIC programs and crops. Checking any of the FCIC transactions does not have any impact as to the FSA or CCC transactions checked above:</p>			
<p><b>C. FCIC CROPS</b> (Enter "All" or specify each crop and year)</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>		<p><b>D. TRANSACTION NUMBERS USED BY FCIC</b> (Check applicable numbers)</p> <p><input type="checkbox"/> 1. All actions.</p> <p><input type="checkbox"/> 2. Making application for insurance.</p> <p><input type="checkbox"/> 3. Reporting crop acreage and notice of damage reports.</p> <p><input type="checkbox"/> 4. Making claim for indemnity.</p> <p><input type="checkbox"/> 5. Making contract changes.</p> <p><input type="checkbox"/> 6. Other (Specify) _____</p>	
<p>This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA; (2) death of the undersigned grantor, or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a FSA Service Center.</p>			
<b>AUTHORIZED SIGNATURES:</b>			
6A. Signature of Grantor (Individual)		B. Signature Date	C. For Grantors Signature Continuation, check here if FSA-211A is attached. <input checked="" type="checkbox"/>
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) <u>/s/ Albert Jones</u>		B. Title <u>General Partner</u>	C. Signature Date <u>09/12/2005</u>
8A. Witness Signature (FSA Employee Only) <u>/s/ Joe Green</u>		B. Signature Date <u>09/12/2005</u>	C. Official Position <u>Program Technician</u>
9. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).			
Signature (a) _____ State of (b) _____ County of (c) _____			
10. This power of attorney was served to (a) <u>Prince William</u> County FSA Office, (b) State of <u>Virginia</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2005</u> .			
<p><b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is The Food Security and Rural Investment Act of 2002 (Pub. L. 107-171) and 7 CFR Part 718. The information will be used to legally document your opinion to appointing an attorney-in-fact, identify the person and authorities granted to the appointee. Furnishing the requested information is voluntary; however, failure to furnish the requested information will result in the individual or entity not being able to act as your attorney-in-fact. This information may be provided to other agencies, (FSA, Department of Justice or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided.</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0190. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p><b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></p> <p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.</p>			

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**26 Using CCC-605-2, Designation of Subsequent Agent****A Preparing CCC-605-2's**

Agents who want to redeem only a portion of the cotton listed on CCC-605 or CCC-605-2 designating themselves as agent, may prepare a new CCC-605-2, completed according to subparagraph 27 B, which transfers only those bales the agent wants to redeem to themselves.

**Note:** For this purpose, CCC-605-2, front side, is all that is required. Copies of CCC-605-2 without a reverse side shall be acceptable if the front side is completed properly.

**B Supporting Documentation**

Agents who prepare a new CCC-605-2 for redeeming cotton under loan must submit to LSA a new CCC-605-2, with the original signature or approved impressed signature, and a copy of the original CCC-605 and supporting CCC-605-2's, as applicable.

**C CCC-605-1 Signature**

LSA's shall not require CCC-605-1, or other bale list, to be signed when accompanied by CCC-605's that transfer the right to redeem the cotton loan from an agent to themselves.

## 27 Completing Designation of Agent Forms

## A Instructions for CCC-605

CCC-605's must be completed according to this table before being accepted.

**Note:** CCR policy is not applicable to LSA's

Item	Instructions
<b>Part B</b>	
4A	Enter the crop year of the loan to which the designation of agent applies. A <b>separate</b> CCC-605 is required for each individual loan.
4B	Enter the loan number of the loan to which the designation of agent applies. A <b>separate</b> CCC-605 is required for each individual loan.
4C	Enter the maturity date of the loan to which the designation of agent applies. A <b>separate</b> CCC-605 is required for each individual loan.
*--4D	Enter file sequence number.--*
5	If the producer is designating the agent for the total loan quantity identified in Item 4, check the " <b>ALL</b> " box.  If the producer is designating a partial loan quantity, or a partial designated quantity is being designated by the agent or subsequent agent, check the "See attached Form CCC-605-1 or other list" box.
6	Producer reads Part B and enters in Item 6 the name and address of the agent designated by the producer under the terms of Part B  <b>Note:</b> Holder ID is not applicable.
7	Enter the address and FAX number of the FSA office where the documents for the loans identified in Item 4 are maintained.
<b>Part C</b>	
8A	Enter the name and address including ZIP code of the contact producer. Only the contact producer needs to be listed in cases where several producers have signed the note and security agreement for the loan. However, the other producers must sign and date in Items 9A through 12B. Part C is continued on CCC-605, Page 3, to provide additional signature space.
8B	Enter the telephone number including area code.
8C	Enter the signature of the contact producer.
8D	Enter date contact producer signed CCC-605.
9A-12A	Each individual producer (other than the contact producer) who signed the loan note and security agreement enters their signature and date of signature.
<b>Part D</b>	
12-15	Agents must endorse Items 12 through 15 if they transfer their authority to a subsequent agent.
<b>Part E</b>	
16	A producer's agent enters their signature if such agent is returning CCC-605 to LSA Office to exchange the loan commodity for a commodity certificate at LSA Office. If the agent is using CCR for a certificate exchange, this item may be left blank.
<b>Part F</b>	
	For LSA use.

## 27 Completing Designation of Agent Forms (Continued)

## A Instructions for CCC-605 (Continued)

The following is an example of CCC-605.

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This form is available electronically.		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		See Page 3 for Privacy Act and Public Burden Statements.
<b>CCC-605</b> (04-17-07)		<b>AUTHORIZATION OF ELECTRONIC AGENT AND DESIGNATION OF AGENT - COTTON</b>		
Instructions for completing CCC-605: Producer reads Parts A and B. All Producers who signed the note and security agreement (CCC Cotton A) for the loan identified in Part B, Item 4 must sign Part C. Agents complete Part D to transfer designation to a subsequent agent and Part E to request Commodity Certificate Exchange.				
<b>PART A - TERMS OF AUTHORIZATION FOR CCC TO USE ELECTRONIC AGENT DESIGNATION</b>				
<p>1. For purposes of this authorization:</p> <p>a. The term "Provider" means the individual or entity that maintains electronic warehouse receipts for the collateral applicable to the loan identified in Part B of this authorization in a central filing system. As of September 1, 2006, the CCC-approved Providers were: EWR, Inc., FAMBRO Electronic Warehouse Receipts, Inc., Intelligent Storage Services, Inc., and Plains Cotton Cooperative Assoc. The list of Providers can change and may have changed by the time this document is executed.</p> <p>b. The term "Designated Agent" means the individual or entity identified by the Provider on the electronic warehouse receipt bale data file as being authorized, through a grant by the Producer or by succession to a grant by the Producer, to redeem all or a portion of the cotton pledged as collateral for the loan(s) identified in Part B, Item 4 of this authorization.</p> <p>2. The undersigned Producer(s) hereby requests and authorizes CCC to accept repayment of all bales of the loan or loans, as identified in Part B, Item 4 of this authorization, from the individual or entity identified as the Designated Agent on the electronic warehouse receipt bale data file maintained by the Provider for such loan collateral. Producer agrees further that the Producer will hold CCC harmless for any errors that may result from reliance on the information supplied in that regard by the Producer through the electronic warehouse receipt or otherwise.</p> <p>3. The undersigned Producer(s) may request cancellation of this authorization by submitting a signed and dated request of such cancellation that identifies the applicable loan number. Producer agrees that CCC will not permit the loan collateral identified in Part B, Item 4 to be redeemed by the Producer at a County Office until the producer cancels this authorization. Producer acknowledges that cancellation of this electronic authorization and agent designation occurs when the electronic record is affected and not at the time of the producer request, and that cancellation of the electronic authorization does not constitute cancellation of any agency designation provided in Part B.</p>				
<b>PART B - DESIGNATION OF AGENT FOR LOAN REDEMPTION</b>				
<p>THE UNDERSIGNED PRODUCER(S) ("PRODUCER") hereby authorizes the agent identified in Item 6 or, if applicable, the subsequent agent identified by endorsement on Page 2 of this form or the execution of a Form CCC-605-2, to redeem all or a portion of the cotton pledged as collateral for the loan identified in Item 4 B, and to utilize CCC's centralized electronic redemption process for such redemption. The Producer agrees that no other Form CCC-605 has been or will be executed with respect to such cotton. If this form covers all the warehouse receipts pledged as security for the loan as described in Item 4 B, mark "ALL" in Item 5. If this designation of agent is for only some of the warehouse receipts pledged as security for the loan, mark "see attached Form CCC-605-1, or other list" and enter the bale receipt number(s) in numerical order on Form CCC-605-1 or other list properly dated and signed by the producer. Attach CCC-605-1 or other list to this form.</p> <p>Title to the cotton shall, without a sale thereof, immediately vest in CCC upon maturity of the loan. CCC shall have no obligation to pay for any market value which the cotton may have in excess of the amount of the loan. CCC may sell, transfer and deliver the cotton or documents evidencing title thereto at such time, in such manner, and upon such terms and conditions as CCC may determine, without demand, advertisement, or notice of the time and place of sale. CCC does not guarantee that the cotton subject to this agreement will be permitted to be redeemed at a level lower than the original loan level if the producer has exceeded statutory payment limitation amounts. In addition, CCC does not guarantee that the cotton subject to this agreement will not be redeemed by anyone other than the designated agent or that the warehouse receipts representing the cotton will not be released to anyone other than the designated agent.</p>				
4. Loan Number to which authorization for electronic redemption applies to all bales:		5. LOAN QUANTITY APPLICABLE TO THIS AGENT DESIGNATION:		
A. CROP YEAR:	B. LOAN NUMBER:	<input type="checkbox"/> ALL <input type="checkbox"/> See attached Form CCC-605-1 or other list		
C. MATURITY DATE	D. FILE SEQUENCE NUMBER			
6. AGENT'S NAME, ADDRESS, AND HOLDER ID NUMBER:		7. NAME AND ADDRESS OF COUNTY FSA OFFICE PROVIDING LOAN AND FAX NUMBER:		
<b>PART C - SIGNATURE OF PRODUCER(S) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT (CCC COTTON A) FOR LOAN(S) (SIGNATURES CONTINUED ON PAGE 4) TO DESIGNATE AND AUTHORIZE AN AGENT</b>				
8A. Name and Address of Contact Producer (Include ZIP Code)		8B. Telephone Number (Include Area Code)		
8C. Signature of Contact Producer		8D. Date (MM-DD-YYYY)		
9A. Other Producers Signature	9B. Date (MM-DD-YYYY)	10A. Other Producers Signature	10B. Date (MM-DD-YYYY)	

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## 27 Completing Designation of Agent Forms (Continued)

## A Instructions for CCC-605 (Continued)

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<b>CCC-605</b> (Page 2 of 4) (04-17-07)		
<b>PART D - ENDORSEMENT</b>		
The transfer or endorser must complete the relevant information for each transfer. Failure to complete the information renders this CCC-605 void.		
BY ENDORSEMENT:		
11. _____ (Name of agent)  does hereby transfer the functions specified in Part B:  TO _____ (Name of subsequent agent)  BY _____ (Signature of agent)	12. _____ (Name of agent)  does hereby transfer the functions specified in Part B:  TO _____ (Name of subsequent agent)  BY _____ (Signature of agent)	
13. _____ (Name of agent)  does hereby transfer the functions specified in Part B:  TO _____ (Name of subsequent agent)  BY _____ (Signature of agent)	14. _____ (Name of agent)  does hereby transfer the functions specified in Part B:  TO _____ (Name of subsequent agent)  BY _____ (Signature of agent)	
<b>PART E - REQUEST/ACKNOWLEDGEMENT FOR COMMODITY CERTIFICATE EXCHANGE</b>		
I acknowledge: (1) receipt of CCC Commodity Credit Certificate which I requested to purchase from CCC; (2) that the certificate will be exchanged with CCC in the manner specified in CCC regulations at 7 CFR Part 1400 in order that I may receive commodities from CCC which had previously been pledged as collateral for a CCC marketing assistance loan; and (3) that for purposes of valuing the commodity acquired under this transaction, such value will be the marketing loan repayment rate applicable under 7 CFR Part 1427 for the commodity as of the day I made payment to CCC for the commodity certificate.		
15. SIGNATURE OF PRODUCER'S AGENT _____		DATE (MM-DD-YYYY) _____
<b>PART F - FOR COMMODITY CREDIT CORPORATION'S USE ONLY</b>		
16A. Holder ID to which loan collateral released _____	16B. Signature of CCC Representative _____	16C. Date (MM-DD-YYYY) _____

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## 27 Completing Designation of Agent Forms (Continued)

## A Instructions for CCC-605 (Continued)

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CCC-605 (Page 3 of 4) (04-17-07)

**PART G - AUTHORIZATION FOR AGENT TO TRANSFER LOAN COTTON (If submitted by a producer or LSA, Part G of CCC-605 must be submitted with Part C. If submitted by a CMA, Part C does not apply.)**

The undersigned producer(s) hereby:

1. Understands that the producer may grant authorization to transfer (relocate) the producer's loan cotton only to the agent designated and authorized in Part B, Item 6 of this form. The producer is not obligated by CCC to grant authorization to transfer loan cotton as a condition of designating and authorizing any agent to redeem from loan all or a portion of the cotton identified in Item 4B.
2. Authorizes the agent identified in Part G, Item 21, or if applicable, the subsequent agent identified by endorsement on Page 2 of this form or the execution of a form CCC-605-2, to transfer all or a portion of the cotton pledged as collateral for the loan identified in Item 4B of this form, to another warehouse that has entered into a cotton storage agreement with CCC.
3. Requests and authorizes CCC to settle the obligation of the loan identified in Item 18, if requested before the maturity of such obligation, based on the original loan terms and charges applicable at the shipping warehouse; and, requests and authorizes CCC to settle the obligation of such loan, or any portion of such loan, upon delivery of the loan collateral to CCC, based on the credits and charges applicable to such delivered collateral at the receiving warehouse.
4. Agrees that CCC shall not be held responsible for any charges, fees, costs, or expenses incident to the transfer of cotton loan collateral.
5. Agrees to be responsible for all losses that result from the transfer of such cotton and understands that the transfer may occur without notice to the producer of the date of relocation or the new location of the cotton.
6. Understands that the cotton may not be eligible for storage credits for the entire term of the loan and agrees to refund upon demand by CCC all excessive storage credits that may have been applied at time of loan redemption.
7. Understands that CCC shall consider the authorizations provided by both Parts B and Part G of this form as cancelled if the producer provides written notification to CCC that the designation of agent is cancelled. A producer may not authorize an agent to transfer loan cotton unless such agent is also authorized to repay the producer's loan obligation for the same cotton.

17. CROP YEAR:	18. LOAN NUMBER:	20. LOAN QUANTITY APPLICABLE TO THIS AGENT AUTHORIZATION:
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19A. MATURITY DATE	19B. FILE SEQUENCE NUMBER	<input type="checkbox"/> ALL <input type="checkbox"/> See attached list
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21A. AGENT NAME AND ADDRESS (Including Zip Code)

21B. HOLDER ID NUMBER:

**PART H - SIGNATURE OF PRODUCER(S) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT TO AUTHORIZE TRANSFER OF COTTON LOAN COLLATERAL SUBJECT TO THIS AGENT DESIGNATION/AUTHORIZATION**

22A. Name and Address of Contact Producer (Including Zip Code)

22B. Telephone Number (Include Area Code)

22C. Signature of Contact Producer

22D. Date (MM-DD-YYYY)

23A. Other Producer Signature

23B. Date (MM-DD-YYYY)

23A. Other Producer Signature

23B. Date (MM-DD-YYYY)

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is the Cotton Loan Program Regulations at 7 CFR Part 1427. This information will be used to determine who may repay cotton loans. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **This form shall be returned to the County Office identified in Part B, Item 7 only to support a request for cash redemption of loan collateral by such office.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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27 Completing Designation of Agent Forms (Continued)

A Instructions for CCC-605 (Continued)

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CCC-605 (Page 4 of 4) (04-17-07)			
PART C - SIGNATURE OF PRODUCERS WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT (CCC COTTON A) FOR LOAN(S) IDENTIFIED IN PART B (Continued from Page 1)			
9A. Other Producers Signature	9B. Date (MM-DD-YYYY)	10A. Other Producers Signature	10B. Date (MM-DD-YYYY)
PART H - SIGNATURE OF PRODUCER(S) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT FOR LOAN COVERED BY THIS AUTHORIZATION (Continued from Page 3)			
23A. Other Producer Signature	23B. Date (MM-DD-YYYY)	23A. Other Producer Signature	23B. Date (MM-DD-YYYY)

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### Part 3 Preparing and Disbursing Loans

## 36 Loan Disbursement Overview

### A How LSA's Make a Loan Disbursement

LSA's shall follow the procedures in this table to make loan disbursements.

Step	Action	
1	Receive from producers:	
	<ul style="list-style-type: none"> <li>• CCC-10 according to paragraph 23.5</li> </ul>	
	<ul style="list-style-type: none"> <li>• CCC-674 or SF-LLL according to paragraph 29</li> </ul>	
	<ul style="list-style-type: none"> <li>• warehouse receipts or EWR numbers and EWR provider's name</li> </ul>	
	* * *	
	<ul style="list-style-type: none"> <li>• beneficial interest information as provided in paragraph 28</li> </ul>	
	<ul style="list-style-type: none"> <li>• information required for CCC-Cotton A, CCC-Cotton A-1, and CCC Cotton A-5</li> </ul>	
2	<ul style="list-style-type: none"> <li>•*-evidence of signature authority, if applicable--*</li> </ul>	
	<ul style="list-style-type: none"> <li>• a power of attorney, if FSA-211 has been completed</li> </ul>	
	<ul style="list-style-type: none"> <li>• lien waivers, if necessary.</li> </ul>	
	Follow procedures in paragraph 28 to determine whether beneficial interest is held by the producer at time of loan.	
	IF...	THEN...
3	held	continue.
	not held	stop process and return receipts and classification data to producer.
	Determine eligibility according to 1-CMA.	
	IF...	THEN...
	eligible	continue.
	not eligible	stop process and return receipts and classification data to producer.

## 36 Loan Disbursement Overview (Continued)

## A How LSA's Make a Loan Disbursement (Continued)

Step	Action
4	Conduct lien search.
	<b>IF liens...</b>
	exist
	do not exist
	<b>THEN...</b>
	obtain CCC-679.
	continue.
5	* * * Notify EWR provider to amend EWR to show CCC as holder at LSA.
6	Calculate loan and complete CCC-Cotton A, CCC-Cotton A-1, and CCC Cotton A-5.
7	Recheck all loan documents for accuracy.
8	Obtain signatures on CCC-Cotton A from producer or producer's agent on FSA-211, if applicable, and inform signee that he or she has either of the following options: <ul style="list-style-type: none"> <li>• sign and submit CCC-Cotton A within 15 calendar days by FAX or return mail</li> <li>• cancel the loan.</li> </ul> <p><b>Note:</b> If canceled, the producer may reapply.</p>
	Submit loan transaction to ACRS, according to 21-CN, receive loan funds from CCC, and issue loan disbursement less net R&P fees and service charges to producer within 3 calendar days.
10	File and deliver executed loan documents as instructed in this handbook.



## 37 Before Processing the Loan

### A Overview

This paragraph establishes criteria required by LSA's before they process and issue a loan disbursement.

### B Producer and Farm Eligibility

Determine eligibility according to 1-CMA.

### C Eligible Cotton

Cotton shall be eligible for loan through LSA's when it meets **all** eligibility requirements in 7-CN.

**Notes:** Cotton may not be replugged as collateral for CCC loan.

7-CN contains information regarding dates loans are available.

LSA's shall call any loan immediately upon discovery that the cotton has become ineligible.

The producer may provide bale detail data by bringing to LSA cotton bale data prepared according to 7-CN.

### D Required Documentation

Producers shall provide LSA acceptable:

- warehouse receipts according to 7-CN, or EWR numbers and EWR provider's name
- beneficial interest information as provided in paragraph 28.

\* \* \*

## 37 Before Processing the Loan (Continued)

**E Completing CCC Cotton A-5**

CCC Cotton A-5 shall be completed to serve as a source document for preparing cotton loans.

Complete CCC Cotton A-5 according to this table. File the original copy in the LSA Office and give a copy to the producer.

Item	Instructions
Part A	
1-7	Enter the information provided by the producer. <b>Complete all items.</b>
8	<p>Enter the later of the following dates:</p> <ul style="list-style-type: none"> <li>the date of receipt from the producer of any paper documents necessary to complete the loan, such as a lien waiver</li> </ul> <p><b>Note:</b> The date by which a lien search is conducted is not applicable to this item.</p> <ul style="list-style-type: none"> <li>the date CCC was made holder of EWR's</li> <li>if applicable, the date paper warehouse receipts were delivered to LSA.</li> </ul>
9	Enter the date signed by the producer or POA in Part B.
10	Leave blank or use for file sequence number of the loan.
11-19	Check the appropriate block based on information provided by the producer and County Office records. If necessary, contact the producer for up-to-date data.
20	Enter applicable date.
21	*--Answer "No" until CCR is authorized for LSA loans. When CCR is authorized for LSA loans, producers may select "Yes" or "No".--*
Part B	LSA representative and producer or POA shall sign and date.
Part C	Enter disbursement data applicable to all setoffs and any payees other than the producer sharing in the loan's proceeds.

**77 Fees and Calculations****A Background**

For LDP's, Cotton Board regulations provide a supplemental assessment of 0.5 of 1 percent (0.005) of the current value of upland cotton must be collected and transmitted to the Cotton Board.

**B Calculation Procedure**

LDP R&P fees are calculated by multiplying the total LDP amount times 0.5 of 1 percent (0.005), and deducting it from the total LDP amount before reductions for PCF and PE.--\*

**C LDP Producer Distribution Calculations**

LSA's shall follow procedures in the following table to calculate LDP producer distribution amounts.

<b>Factor</b>	<b>Calculation Instruction</b>	<b>Example</b>
Gross LDP	Follow instructions in 21-CN, Part 4.	
R&P Fees	Multiply: <ul style="list-style-type: none"> <li>gross LDP</li> <li>times 0.005.</li> </ul> Round to 2 decimal places.	$  \begin{array}{r}  \$1,250.00 \\  \times .005 \\  \hline  6.2500 \\  \$6.25  \end{array}  $
Denied Gains	Follow instructions in 21-CN, Part 4. Total for all bales covered by LDP.	52.50
LSA Fee	Add: <ul style="list-style-type: none"> <li>\$1 for the first 6 bales</li> <li>plus 10 cents for each bale over 6 (44 at \$0.10).</li> </ul>	$  \begin{array}{r}  \$1.00 \\  \times 4.40 \\  \hline  \$5.40  \end{array}  $
Amount to Producer	Subtract: <ul style="list-style-type: none"> <li>LDP amount</li> <li>minus:               <ul style="list-style-type: none"> <li>total of R&amp;P fees</li> <li>total of denied benefits</li> <li>LSA service fees.</li> </ul> </li> </ul>	$  \begin{array}{r}  \$1,250.00 \\  \\  - 6.25 \\  - 52.50 \\  - 5.40 \\  \hline  \$1,185.85  \end{array}  $

**78, 79 (Withdrawn--Amend. 9)**

**80 (Withdrawn--Amend. 13)**

**81-91 (Reserved)**



## Reports, Forms, Abbreviations, and Redelegations of Authority

### Reports

None

### Forms

This table lists all forms referenced in this handbook.

Number	Title	Display Reference	Reference
CCC-6	CCC Commodity Certificate		52
CCC-10	Representations for Commodity Credit Corporation or Farm Service Agency Loans and Authorization to File a Financing Statement and Related Documents	23.5	18, 23, 36
CCC-500	Loan Repayment Receipt		51
CCC-601	Commodity Credit Corporation Note and Security Agreement Terms and Conditions		15, 18, 38, 39
CCC-605	Designation of Agent - Cotton	27	Text
CCC-605-1	Designation of Agent - Cotton (Continuation Sheet to Form CCC-605)	27	18, 24, 26, 27, 52
CCC-605-2	Designation of Subsequent Agent - Cotton	27	18, 24-26
CCC-633 EZ	Loan Deficiency Payment (LDP) Agreement and Request	72.5	21, Part 5
CCC-674	Certification for Contracts, Grants, Loans and Cooperative Agreements	29	36
CCC-679	Lien Waiver	23	18, 36
CCC-686	Application for Loan or Loan Deficiency Payment by Heirs (On a Commodity Produced by a Person Who Has Died)	22	
CCC-694-2	Acknowledgment of Commodity Certificate Purchase	52	
CCC-719	ACRS Transaction Report		3, 12, 15, 18, 52, 54
CCC-719P	ACRS Transaction Report for Warehouse Receipts		18
CCC-770 LSA	LSA Cotton Loan and LDP Checklist	Ex. 11	30

## Reports, Forms, Abbreviations, and Delegations of Authority (Continued)

## Forms (Continued)

Number	Title	Display Reference	Reference
CCC-846-1	Recertification of Status for Approved Loan Servicing Agents (LSA's) or Designated Marketing Associations (DMA's)	13	
CCC-846-1A	Recertification of Status for Approved Loan Servicing Agents or Designated Marketing Associations		19.5
CCC-912	Agreement of Authorized Loan Servicing Agent		10, 11, 12
CCC-1099-G	Report of Payments to Producers		52
CCC-Cotton A	Cotton Producer's Note and Security Agreement	38	Text
CCC-Cotton A Continuation	CCC-Cotton A Continuation Sheet	39	17, 18, 38
CCC-Cotton A-1	Schedule of Pledged Cotton	40	15, 17, 18, 36
CCC Cotton A-5	Statement of Eligibility and Information Worksheet	37	18, 36
CCC-Cotton AA	Upland Cotton Producer's Loan Deficiency Payment Application and Certification	78	Part 5
CCC-Cotton AA-1	Schedule of LDP for Upland Cotton	79	17, 18, 73
CCC Cotton AA-2	Spotcheck of Upland Cotton Subject to AWP Lock-in	78	75
FSA-211	Power of Attorney	20	Text
FSA-211A	Power of Attorney Signature Continuation Sheet	20	Part 5
SF-LLL	Disclosure of Lobbying Activities	29	36

## CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions

The following is an example of CCC-601.

\*--

This form is available electronically.	Form Approved - OMB No. 0560-0087
<b>CCC-601</b> (07-09-07)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
<b>COMMODITY CREDIT CORPORATION</b> <b>NOTE AND SECURITY AGREEMENT TERMS AND CONDITIONS</b>	
<b>1. GENERAL.</b>	
<b>(a) Definitions.</b> The following definitions shall apply to this form, CCC-601, and any appendix thereto.	
<p><b>"Amount Due"</b> means that amount of the loan due CCC on the maturity date which is (A) the sum of: (1) the total loan amount; (2) any applicable charges; and (3) for loans disbursed by CCC-184, interest which has accrued on such amounts computed on a daily basis from the date of disbursement to, but not including, the date of repayment; and (4) for loans disbursed by Electronic Funds Transfer (EFT), interest which has accrued on such amounts computed on a daily basis from the date of disbursement to, but not including, the second day before the date of repayment (7 CFR Part 1405), or (B) at CCC's discretion, an amount that is less than the sum of the amount of the loan principal plus charges and applicable interest. (C) However, for a CCC commodity loan disbursed by CCC-184 and that has a total aggregate principal amount of \$500,000 or more, interest, if applicable, shall be calculated when repaid by: (i) wire transfer, on a daily basis from the date of disbursement to, but not including, the second day before the date of repayment; or (ii) other than a wire transfer, on a daily basis from the date of disbursement through the day after the date of repayment. (D) For a CCC commodity loan disbursed by EFT and that has a total aggregate principal amount of \$500,000 or more, interest, if applicable, shall be calculated when repaid by: (i) wire transfer, on a daily basis from the date of disbursement to, but not including, the second day before the date of repayment; or (ii) other than a wire transfer, on a daily basis from the date of disbursement to, but not including, the date of repayment.</p>	
<p><b>"CCC"</b> means the Commodity Credit Corporation.</p>	
<p><b>"Collateral"</b> means the commodity described in the Note which has been pledged as security for a CCC loan.</p>	
<p><b>"Note"</b> means any CCC Note and Security Agreement which by reference incorporates this form.</p>	
<p><b>"Regulations"</b> means the regulations in Title 7 of the Code of Federal Regulations which are applicable to the crop of the commodity described in the Note.</p>	
<p><b>"Schedules of Premiums and Discounts"</b> means the premiums and discounts established by CCC which are applicable to the grade of the commodity as determined from the grading factors reflected on a: (A) warehouse receipt (B) Federal Grain Inspection Service official grading certificate or (C) Core test report from a CCC-approved testing facility. These premiums and discounts shall be used in the settlement of a nonrecourse loan if the producer does not repay the loan as required by the program regulations. Copies of the schedules of premiums and discounts are available in State or county Farm Service Agency offices.</p>	
<p><b>"Total Loan Amount"</b> means the amount so identified in the Note.</p>	
<p><b>"Loan Service Fee"</b> means the service fee deducted at loan disbursement and is calculated as follows: (A) for wheat feed grains, oilseeds, lentils, dry peas, small chick peas, wool, mohair, peanuts, rice, and seed cotton, the smaller of ½ of 1 percent (.005) times the gross loan amount or \$45 per loan plus \$3 for each storage structure, warehouse receipt, rick or module, as applicable, over 1; (B) for ginned cotton, the smaller of ½ of 1 percent (.005) times the gross loan amount or \$7.50 per loan plus 90 cents for each bale; (C) for sugar, \$60 per loan; and (D) for distress loans, \$45 per loan.</p>	
<p>All other words and phrases shall have the meanings assigned to them in the regulations found at 7 CFR Parts 718, 1400, 1403, 1421, 1425, 1427, 1434 and 1435.</p>	
<p><b>(b) Joint and Several Liability.</b> Each producer signing the Note is jointly and severally liable for payment of the amount due. If a producer has granted another person the authority to act on behalf of the producer with respect to any, or all, of the provisions of this note, if the actions of such other person result in loss or damage to CCC, the producer and such person shall be jointly and severally liable for payment to reimburse CCC for each losses or damages.</p>	

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CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions  
(Continued)

\*--

CCC-601 (07-09-07)

Page 2 of 6

- (c) **Notification.** Several of the terms and conditions of the Note require the producer to notify CCC of actions to be taken by the producer. Any such notification must be made by notifying a representative of CCC at the Farm Service Agency county office that prepared the Note. All notices which CCC must provide to the producer will be mailed to the producer at the address maintained by that office. The producer will be deemed to have received such notice upon deposit, as first class or priority mail, in the U.S. Mail.
- (d) **Applicable Sections.** Except as may otherwise be stated herein: (i) Sections 1 through 3, 5 through 8 and 12 are applicable to all loans; (ii) Section 4 is only applicable to nonrecourse loans; (iii) Section 9 is only applicable to farm-stored nonrecourse loans; (iv) Section 10 is only applicable to warehouse-stored nonrecourse loans; (v) Section 11 is only applicable to recourse loans.
- (e) **Applicable Regulations.** The Note evidences a CCC loan made in accordance with Title 7 of the Code of Federal Regulations. Applicable parts of Title 7 of the Code of Federal Regulations are incorporated by reference as a part of the Note.
2. **EQUAL OPPORTUNITY.** Participation in CCC Programs is open to all eligible applicants without regard to race, color, religion, national origin, age, sex, marital status, or disability.
3. **LOAN MATURITY.** The Note will mature at the earlier of the maturity date stated in the Note or any earlier date determined by CCC. If CCC makes demand for payment before the stated maturity date, the producer will be notified in writing of the accelerated maturity date.
4. **LIQUIDATION OF NONRECOURSE LOANS.** On or before the loan maturity date, the producer may repay the loan by paying the amount due. If the producer repays the loan at a rate less than the sum of the loan principal plus charges and interest, the producer must provide to CCC evidence of production of the commodity which had been pledged as collateral for the loan. In lieu of repayment of the amount due, the producer may, in accordance with Sections 9 and 10, deliver the collateral to CCC. In the case of farm-stored loans, the producer shall bear all expenses of the delivery of the collateral to the delivery point stated in the delivery instructions issued by CCC. The producer will pay to CCC any costs incurred by CCC if the producer fails to deliver the collateral in accordance with such instructions. In no event will CCC pay to any party any amount which is received from the sale of the collateral if the sales proceeds are in excess of the amount required to settle the loan based on the quantity and quality of the commodity delivered to CCC as determined in accordance with the schedule of premiums and discounts. CCC will reimburse the producer for receiving charges paid by the producer to the warehouse upon delivery of the loan collateral except: (i) such payment by CCC will not exceed the receiving charge which CCC has agreed to pay to the warehouse; and (ii) no payment shall be paid by CCC if the warehouse has paid a premium to the producer for delivery of the loan collateral to the warehouse. If the producer has not paid such charges to the warehouse, the producer agrees to assign such payment to the warehouse and CCC shall issue such payment to the warehouse for the producer's account. All wool and mohair nonrecourse marketing assistance loans not repaid by the loan maturity date must be liquidated through local sales at the farm storage location within a 60-calendar day period at no storage expense to CCC. Any charges incurred by CCC as a result of the local sale will be paid by the producer.
5. **WAIVER OF PRESENTMENT.** The producer waives presentment for payment, demand, protest, notice of protest, and notice of non-payment of the Note.
6. **COLLATERAL.** The kind, class, type, and quantity of the commodity which has been pledged by the producer as collateral for the satisfaction of the loan is described in the Note. With respect to farm-stored loans, the collateral consists of the entire quantity of the commodity which is stored as identified in the Note and any authorized replacement of such quantity. With respect to warehouse-stored loans, the collateral consists of the commodity represented by the warehouse receipts identified in the Note and any required supporting documents.
7. **PRODUCER'S RESPONSIBILITY.**
- (a) **General.** The producer must be in compliance with all applicable program requirements and must have beneficial interest in the commodity pledged as collateral for the loan.
- (b) **Liens.** The producer must pledge commodities which are eligible for loan and which are free and clear of all liens, security interests, and other encumbrances. **No additional liens or encumbrances shall be placed on the loan collateral after the loan is approved.**
- (c) **Movement of Collateral.** The producer will not move any collateral from the location stated in the Note without prior approval of CCC and then only in accordance with instructions issued by CCC. If such movement is not completed as instructed by CCC or the collateral is disposed of, CCC may at its discretion call the loan, assess liquidated damages as specified in Section 7(f), and take other administrative actions, as determined appropriate by CCC, including denial of future farm-stored loans.
- (d) **Access to Collateral.** The producer will allow CCC to enter the premises and inspect the collateral. In the case of high moisture collateral stored in oxygen-limiting structures, the producer must open the facility when requested by CCC to permit inspection of the collateral. If safe access to the collateral is not provided or if the inspection cap on the facility is not opened to permit visual inspection of the collateral, the loan will be called.

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- (e) **Certification.** When the producer certifies to the quantity of the commodity to be pledged as collateral for a loan, the producer must provide an accurate certification of such eligible quantities. If CCC determines that the producer has filed an incorrect certification of such eligible quantity, CCC may at its discretion call the loan, assess liquidated damages, as specified in Section 7(f), and take other administrative actions, as determined by CCC, including denial of future farm-stored loans.
- (f) **Liquidated Damages.** If CCC determines that the producer has violated provisions of Sections 7(c), 7(e), or 8(a), liquidated damages may be assessed on the quantity of the commodity which is involved in the violation. For each violation, CCC will review the actions of the producer to determine if the producer acted in good faith to comply with such provisions.
  - (i) For producers determined to have violated provisions of Section 7(c) and if CCC determines that the producer acted in good faith, liquidated damages may be assessed by multiplying the quantity involved in the violation by 10 percent of the loan rate. The producer shall pay such liquidated damage penalties plus the lesser of (1) the principal amount of the loan and charges plus interest, (2) CCC determined value on the date the violation occurred plus 15 percent of the applicable loan rate with respect to the quantity involved in the violation within 30 days of notification by CCC, or CCC will call the loan involved in the violation and require full payment at principal and charges plus interest. For honey, the producer shall pay the principal amount of the loan and charges plus interest.
  - (ii) For producers determined to have violated provisions of Section 7(e) or 8(a), and if CCC determines the producer acted in good faith, liquidated damages may be assessed by multiplying the quantity involved in the violation by 10 percent of the loan rate. The producer shall pay such liquidated damages plus the principal amount of the loan and charges plus interest with respect to the quantity involved in the violation, within 30 days of notification by CCC, or CCC will call the loan involved in the violation.
  - (iii) If CCC determines that the producer did not act in good faith with regard to the violation, or for cases other than the first or second offense, CCC will call the loan involved in the violation and may assess liquidated damages computed by multiplying the quantity involved in the violation by 10 percent of the loan rate. The producer shall pay such liquidated damages plus the principal amount of the loan and charges plus interest.

**8. LIABILITY OF PRODUCER.**

- (a) **Fraud or Conversion.** If the producer has made a fraudulent representation in obtaining the loan or has engaged in or aided in the conversion of the collateral, the producer will be liable for the amount of the loan, for any additional amounts paid to the producer, and for all costs which CCC would not have incurred had it not been for the fraudulent representation or conversion, plus interest on such amounts. In addition, CCC may assess liquidated damages, as specified in Section 7(f), and take other administrative actions, as determined by CCC, including denial of future farm-stored loans.
- (b) **Poisonous Substances and Contamination.** The producer will be liable for any damage resulting from tendering to CCC any commodity, whether or not accepted by CCC, containing mercurial compounds, toxin producing molds or other substances poisonous to humans or animals.
- (c) **Over-disbursement or Under-collection.** If the amount disbursed under the Note exceeds the amount authorized by the applicable regulations or a repayment made by the producer is insufficient to repay the amount due, the producer will be liable for repayment of such amounts and charges, if any, plus interest.
- (d) **Claims.** If the producer fails to settle the loan within 30 calendar days from the maturity date of the loan, or such other date as CCC may agree to, a claim for the amount due will be established in accordance with applicable statutes and regulations.
- (e) **Ineligible Commodities.** If at any time CCC determines that the commodity pledged as collateral is ineligible to be pledged as collateral for the loan, the producer shall be liable for the amount of the loan or if the producer repaid the loan at a rate less than the sum of the loan principal plus charges and interest for the ineligible quantity, the producer must repay to CCC the difference between such sum and the repayment amount, plus interest on such amounts. If the producer has received credit from CCC for storage, such amount must also be repaid. Ineligible commodities may not be delivered to CCC in satisfaction of the amount due, except as may be determined by CCC. If CCC allows the producer to deliver the commodity to CCC in satisfaction of the amount due, the value of the commodity shall be determined as specified in Section 11 (g).

**9. FARM-STORED NONRECOURSE LOANS.**

- (a) **General.** This section is applicable to a loan which is made with respect to collateral which is stored in CCC-approved storage under the control of the producer and not in a public warehouse.
- (b) **Loss or Damage to the Commodity.** The producer is responsible for any loss in quantity or quality of the commodity pledged as collateral for a farm-stored loan. CCC shall not assume any loss in quantity or quality of the loan collateral for farm-stored loans.

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- (c) **Settlement.** (i) If the producer elects to deliver the collateral to CCC in satisfaction of the amount due in accordance with Section 4, CCC will not accept delivery of any quantity of commodity in excess of 110 percent of the eligible outstanding loan quantity, at time of settlement, as determined by CCC. If a quantity in excess of the eligible quantity is included on the warehouse receipt tendered to CCC for such delivery, the producer shall provide for the correction of such warehouse receipt and other applicable documents. If the producer does not take action to correct such warehouse receipt, CCC shall provide for such corrected documents and any charges incurred by CCC shall be for the account of the producer. The collateral shall be delivered in bulk form except as determined by CCC. If the loan collateral is delivered to CCC in satisfaction of the amount due, in accordance with Section 4, the value of the collateral for purposes of settlement will be determined using the applicable schedules of premiums and discounts on the basis of the quality of the collateral for the quantity which is delivered to CCC. (ii) Settlement of corn which is collateral will be made on a shelled corn basis. (iii) The producer is responsible for any loss in quantity or quality of the collateral. If the value of the collateral at settlement is less than the amount due, the producer will pay to CCC the amount of such deficiency and charges, plus interest on such deficiency from the date of disbursement. (iv) If the value of the collateral at settlement is greater than the amount due, such excess will be retained by CCC and CCC will have no obligation to pay such amount to any party. (v) If at any time prior to the maturity date of the loan the collateral can no longer be properly stored due to deterioration or for any other reason, the producer may authorize CCC to sell such collateral on behalf of the producer. (vi) Title to the collateral will vest in CCC only after delivery of the collateral to CCC in accordance with Section 4.

**10. WAREHOUSE-STORED NONRECOURSE LOANS.**

- (a) **General.** This section is applicable to a loan which has been made with respect to eligible commodities pledged as loan collateral which is stored in a warehouse approved by CCC.
- (b) **Rights of CCC.** At any time prior to the date CCC takes title to the collateral or the date the producer redeems such collateral, in order to protect its interest, CCC may move the collateral from one storage location to another storage location or otherwise handle the collateral including the compression of cotton. Any charges incurred by CCC as the result of such action will be paid by the party redeeming such collateral.
- (c) **Settlement.** (i) If the producer elects to forfeit the collateral in satisfaction of the amount due in accordance with Section 4, the value of the collateral for purposes of settlement will be determined using the applicable schedules of premiums and discounts on the basis of the weight, grade, and other quality factors stated on the warehouse receipt or supporting documents. (ii) The producer is responsible for any loss with respect to the quantity or quality of the collateral. CCC shall not assume any loss in quantity or quality of the loan collateral. If the value of the collateral at settlement is less than the amount due, the producer will pay to CCC the sum of the amount of such deficiency plus charges, and interest which has accrued on such deficiency from the date of disbursement. (iii) If the value of the collateral at settlement is greater than the amount due, the amount of such excess will be retained by CCC and CCC will not pay such amount to any party. (iv) Title to the collateral will vest in CCC on the day following the loan maturity date.
- (d) **Cotton Loan Redemptions and Settlement.** (i) The amount by which an upland cotton loan repayment value may be reduced for the value of storage charges during the period of the loan shall be zero for any period the cotton is stored outside and shall otherwise be calculated based on the maximum payment rate determined for the warehouse and announced by CCC. Cotton shall be considered by CCC to be stored outside if it is stored outside any time during the period of the loan exceeding the 15-day period that starts with the first day the warehouse is notified the cotton is pledged as collateral for a CCC loan. (ii) If the producer elects to forfeit either upland cotton or ELS cotton loan collateral to CCC in satisfaction of the amount due in accordance with Section 10(a), the producer shall pay to CCC: (at rates that are specified in the storage agreement between the warehouse where the cotton is stored and CCC) (i) all warehouse storage charges associated with the forfeited cotton that accrued before the cotton was pledged as collateral for the loan; and (ii) any accrued warehouse receiving charges associated with the forfeited cotton, including, if applicable, charges for new bale ties, unpaid warehouse compression, or other charges as may be levied by the storing warehouse.
- (e) **Transfer of CCC Upland or ELS Cotton or Peanut Loan Collateral.** Collateral for an upland or ELS cotton or peanut marketing assistance loan may be transferred from a CCC-approved warehouse to another CCC-approved warehouse if CCC holds as security for the loan a warehouse receipt with respect to such commodity and the following terms and conditions of this subsection are met. (i) The producer may grant authorization to transfer loan collateral only to the agent designated and authorized by the producer to redeem all or a portion of the loan collateral. Any authorization to transfer loan collateral granted by the producer may be transferred by such agent of the producer to a subsequent agent as provided by the terms of applicable CCC forms. A producer is not obligated by CCC to grant authorization to transfer loan collateral as a condition of designating and authorizing any agent to redeem from loan all or a portion of the loan commodity. (ii) CCC will settle any loan redemption for transferred cotton based on the loan terms, credits, and charges with respect to the shipping warehouse under the transfer authorization. If a producer delivers transferred cotton to CCC in satisfaction of a loan obligation, CCC will settle such collateral delivery based on the charges effective at the receiving warehouse plus any unpaid charges at the shipping warehouse.

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(iii) As a condition for CCC to approve the transfer of cotton loan collateral, the requestor of a transfer, whether such requestor is the producer, or the producer's agent, must agree to pay all charges that may result from such transfer or intended transfer and be responsible for all losses of quantity or quality that result from the transfer. Despite any such agreement, the producer is responsible for any charges associated with the transfer of CCC cotton loan collateral including those that are not paid by any agent, or subsequent agent, the producer authorized to request such a transfer and who agreed to pay such charges. All such unpaid charges are for the account of the producer and shall not be charged to the outstanding balance of the loan obligation. CCC will not assume any liability for any charge associated with the transfer of any cotton loan collateral. (iv) The producer is responsible to CCC for all losses of quantity or quality associated with the transfer of CCC cotton loan collateral including unpaid losses on transfers made at the request of an agent of the producer even if the agent had agreed to pay such charges. CCC does not assume any loss in quantity or quality resulting from transfer of the loan collateral. (v) If at any time prior to the maturity date of the loan the collateral can no longer be properly stored due to deterioration or for any other reason, the producer may authorize CCC to sell such collateral on behalf of the producer. (vi) Title to the collateral will vest in CCC only after delivery of the collateral to CCC in accordance with Section 4.

**11. RECOURSE LOANS.**

- (a) **General.** CCC may make recourse loans available to eligible producers of high moisture corn, high moisture grain sorghum, seed cotton, sugar, and other commodities, as determined by CCC. If such loans are available, the producer is liable for the entire amount due and may not deliver the collateral to CCC in satisfaction of the amount due, except as may be determined by CCC.
- (b) **Availability of Nonrecourse Loans.** In limited circumstances, CCC may allow the producer to pledge as collateral for a nonrecourse loan the commodity which has been previously pledged as collateral for a recourse loan. The maturity date for such loans shall be as determined by CCC. If this option is made available by CCC, the producer must immediately repay the entire amount due under the recourse loan.
- (c) **Loss or Damage to the Commodity.** The producer is responsible for any loss in quantity or quality of the commodity pledged as collateral for a farm-stored loan. CCC shall not assume any loss in quantity or quality of the loan collateral for farm-stored loans.
- (d) **High Moisture.** Producers of corn and grain sorghum who normally harvest all or a portion of their crop in a high moisture condition may obtain recourse loans from CCC. High moisture means moisture content in excess of: (i) for corn, 15.5 percent; and (ii) for grain sorghum, 14.0 percent. Producers of such high moisture commodities who deliver such commodities to a feedlot, feed mill, or commercial or on farm high moisture storage that does not meet CCC's requirements for approved storage may acquire, in the same county, a like quantity of such commodity to replace the applicable quantity of high moisture feed grains to obtain a loan. Such producers must: (i) complete the applicable CCC forms; and (ii) provide to CCC: (A) certified scale tickets which adequately describe the commodity, the weight of the commodity and the moisture content of the commodity; or (B) if such scale tickets are not available, measurements of the high moisture feed grain made while the commodity was in the field or in storage. Such loans will be made on a quantity of feed grains of the same crop acquired by the producer equivalent to a quantity not to exceed the quantity determined by multiplying: (i) the acreage of the feed grain in a high moisture condition harvested on the producer's farm; by (ii) the lower of the farm program yield or the actual yield on a field, as determined by the Secretary, that is similar to the field from which such high moisture feed grains were obtained.
- (e) **Seed Cotton.** The producer may, prior to the maturity date, with the written approval of CCC move seed cotton from the location where stored to a gin in order to gin such cotton and sell the cottonseed obtained therefrom. (i) If prior to the maturity date the amount due has not been paid, the producer will pay to CCC an amount equal to the proceeds obtained from the sale of the cottonseed and the lint cotton or, if a loan or loan deficiency payment is made by CCC with respect to the lint cotton, CCC will deduct the amount due from any such proceeds which are disbursed. (ii) If prior to the maturity date the amount due has not been paid or the collateral has not been ginned, the producer must, as instructed by CCC, move the collateral to a gin at the producer's expense. If the producer fails to move the collateral as instructed by CCC, CCC may enter the premises and remove, gin, and sell the collateral. Any proceeds from the sale of the collateral will be retained by CCC and applied to the amount due. (iii) If the amount due has not been paid and warehouse receipts have been issued with respect to lint cotton obtained from the collateral, the producer will deliver the receipts to CCC or allow CCC to obtain from any person such receipts. CCC may sell such cotton, if the amount due has not been paid by the maturity date.
- (f) **Discretionary Loans.** Commodities which are pledged as collateral for a non-recourse loan as provided in Sections 9 and 10 but which are determined to be ineligible to be pledged as collateral for such a loan due to the quality of the commodity or other factors affecting value of the commodity; or the storage of the commodity is unapproved storage, may, at CCC's sole discretion, be pledged as collateral for a recourse loan.

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(g) **Settlement.** (i) If CCC allows the producer to deliver to CCC in satisfaction of the amount due the quantity of the collateral which is described in the Note, the value of the collateral for purposes of settlement will be equal to the proceeds received from the sale of the commodity. Title to the collateral will vest in CCC only after delivery of the collateral to CCC in accordance with Section 4. (ii) The producer is responsible for any loss with respect to the quantity and quality of the collateral. If the value of the collateral at settlement is less than the amount due, the producer will pay to CCC the amount of such deficiency plus charges, and applicable interest with respect to such deficiency from the date of disbursement. (iii) If the proceeds received from the sale of the commodity are greater than the sum of the amount due plus any costs incurred by CCC in conducting the sale of the commodity, the amount of such excess will be paid to the producer or, if applicable, to any secured creditor of the producer.

**12. ADMINISTRATIVE AND JUDICIAL REVIEW.**

The producer may obtain an administrative hearing in accordance with 7 CFR Part 780 with respect to a dispute arising between CCC and the producer concerning the Note, and must exhaust such administrative remedy prior to initiating a judicial action in a court of competent jurisdiction.

**NOTE:** *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the information to be supplied on this form is the Federal Agriculture Improvement and Reform Act of 1996, and the Commodity Credit Corporation Charter Act, as amended. The information on the attached Note and Security Agreement will be used to determine eligibility and the amount of program benefits. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court magistrate or administrative tribunal. Furnishing the requested information is voluntary; however, failure to furnish the correct complete information will result in a determination of ineligibility for program benefits. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to information provided by the producer on this form.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0087. The time required to complete this information collection is estimated to average 21 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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